

EXHIBIT G

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 -----x
KATHERINE PONTIUS EBEL,

5 Plaintiff,

6 - against - 20-CV-7483

7
8 G/O MEDIA INC, ONION, INC. and JAMES
9 SPANFELLER, individually
Defendants.

-----x

10
11 Remote deposition
12 October 12, 2021
13 10:08 a.m.

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15
16 VIDEOCONFERENCE DEPOSITION of MICHAEL
17 MCAVOY, before Michele Moskowitz, a shorthand
18 reporter and Notary Public of the State of New
19 York.

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21
22
23
24
25 Job No. CS4824523

1 MCAVOY

2 Q. Okay. Did she report to you in that
3 capacity as an HR generalist?

4 A. She did.

5 Q. So would it be fair to say that
6 throughout Katie's tenure at The Onion she
7 reported directly to you?

8 A. That is fair to say.

9 Q. Okay. And again, I know there was a
10 lot of testimony about the Univision acquisition
11 of The Onion, but I just want to confirm that in
12 around early 2016 Univision acquired about 40
13 percent of The Onion, Inc., correct?

14 A. That is correct.

15 Q. Okay. And so in between 2011 and
16 2016, you promoted Katie a couple of times,
17 correct?

18 A. Yeah. A few different times.

19 Q. Okay. And do you recall what her
20 title was just before the Univision purchase?

21 A. Yeah. She was chief resource officer
22 before Univision purchased the company.

23 Q. And when was she promoted to chief
24 resource officer?

25 A. You know, I don't have those dates in

1 MCAVOY

2 front of me, but I'd like to say that it was a
3 few months prior to the acquisition. I think I
4 became the CEO officially in July of 2015 and I
5 had made some personnel changes in terms of
6 titles shortly thereafter, so sometime between --
7 or after July but prior to the Univision
8 acquisition.

9 Q. Okay. And you promoted her, as you
10 just testified, to chief resource officer,
11 correct?

12 A. That's correct.

13 Q. Who came up with that title?

14 A. It was in conversation with a couple
15 of different people. I had done some research on
16 it as well trying to figure out what -- the right
17 role to encompass all of her kind of human
18 resources responsibilities on one side of the
19 house but also her operational role, which was
20 much more beyond someone in a traditional HR
21 role. She was helpful in all things, you know,
22 related to the CEO, and together with Kurt
23 Mueller, the two of them kind of represented the
24 two different sides of operations within our
25 company.

1 MCAVOY

2 Q. So can you explain as best as you
3 recall what Katie's job duties were as chief
4 resource officer as of January 2016 when
5 Univision acquired the 40 percent interest in The
6 Onion?

7 A. Katie oversaw all the HR sides of the
8 business: benefits, recruiting, you know,
9 personnel decisions. She also oversaw the video
10 operation, which supported both the review side
11 and, you know, the audience. She oversaw -- she
12 assisted me in overseeing the various edit teams.
13 She was a proxy to me in terms of all types of
14 sides of the business where she would help me on
15 the sale side. She really was a -- had a
16 specific role but was also a generalist in that
17 she was helping me run the business along with
18 Kurt.

19 MS. MELLK: Chad and Julia, for the
20 sake of expedience, we tried to use exhibits
21 that were premarked at Katie's deposition
22 where we could, so --

23 MR. SCHIEFELBEIN: That's fine. Just
24 tell us the title of the document you're
25 going to use and the prior exhibit number

1 MCAVOY

2 and Bates No. so we make sure we've got the
3 right stuff in front of us.

4 MS. TUCCIARELLO: This will be
5 Pontius Exhibit 2 from plaintiff's
6 deposition that is marked D 3 through 22.

7 MR. SCHIEFELBEIN: You're going to
8 pull it up?

9 MS. MELLK: We're going to put it up
10 on the screen.

11 Q. All right. So we have up on the
12 screen as Katie -- my Katie, Tucciarello, just
13 mentioned Exhibit 2 that was marked at the
14 deposition of Katie Pontius.

15 And Mike, take whatever time you need
16 to look at it.

17 A. Okay.

18 Q. Do you recognize this document?

19 A. I do.

20 Q. This is the employment agreement that
21 Katie entered into with The Onion as of January
22 15, 2016, correct?

23 A. That is correct.

24 Q. And from what I understand from your
25 prior testimony, and you can please tell me if

1 MCAVOY

2 I've gotten this wrong, that Katie, along with
3 you, Kurt Mueller, and a number of other
4 employees entered into these agreements around
5 the time that Univision purchased the 40 percent
6 of The Onion, right?

7 A. Yeah. These agreements were entered
8 into as part of the sale. They were contingent
9 on the sale of the company. So the reason we had
10 them is that Univision and the shareholders, but
11 mostly Univision, insisted that they had
12 employment agreements with the top people. I
13 believe there were 13 of us in all who had this
14 agreement or a version of it.

15 Q. So at this point you've already
16 testified Katie was already chief resource
17 officer. And in paragraph 2, the term of this
18 agreement was for three years, correct?

19 A. That's correct.

20 Q. And I understand that at some point
21 the terms of Katie's agreement were extended
22 through January of 2020, correct?

23 A. Yes. Univision had extended the
24 agreements prior to their expiration by a year.

25 Q. And yours was extended as well?

1 MCAVOY

2 president.

3 Q. Am I correct that at some point
4 before Kurt left the company in May of 2019 that
5 he held -- he was elevated to a senior vice
6 president title?

7 A. Actually, Kurt was elevated to a
8 senior vice president before he was elevated to
9 chief operating officer. So the C-level jobs
10 really removed the need for the senior vice
11 president. Kurt kept his senior vice president
12 title as part of the -- it was really his title
13 as part of the reorganization with Univision
14 where Kurt ran the sales operation side for the
15 Gawker and Onion companies.

16 Q. How come Kurt signed your agreement?

17 A. Well, unfortunately, you're not able
18 to sign your own agreement so it needed to have a
19 party who -- I believe Kurt was an officer of the
20 company and so it just needed to be someone who
21 had signing authority. And that was the advice I
22 was given by counsel not named Chad that that's
23 why I needed to do that.

24 Q. Who were the other officers of the
25 company at that point?

1 MCAVOY

2 Q. Are you a Notre Dame graduate?

3 A. I am not.

4 Q. You are a college graduate though,
5 correct?

6 A. I am.

7 Q. I just want to talk about what Katie
8 Pontius's job duties were in January 2016 at the
9 time that Univision acquired 40 percent of The
10 Onion. So you've already testified that her job
11 title was chief resource officer, right? Do you
12 know if there was a job description for the chief
13 resource officer at that time?

14 A. I believe there was. I'm not sure --
15 I can't recall. I don't remember seeing a
16 document, but I remember she and I had worked on
17 one together in terms of what the
18 responsibilities were.

19 Q. Did you work on that prior to
20 Univision's acquisition?

21 A. Yeah. As part of offering the job, I
22 wanted to, you know -- or in giving her a
23 promotion, we definitely defined what the
24 responsibilities were and I wanted -- and I
25 needed her to kind of manage the video operation.

1 MCAVOY

2 We had a person in that role previously who had
3 some management challenges and Katie was a -- you
4 know, she was a great fixer. She could go in,
5 diagnose problems, get input from various people
6 on the team, and figure out the best way to kind
7 of recalibrate the operation.

8 So she -- that was -- a big part of
9 the beginning of her role was hey, clean up this
10 video operation, so that was September or October
11 of 2015, as well as continue with the personnel
12 side, which I talked about earlier, the human
13 resources, and most importantly, helping me with
14 all things running the company as I saw her as,
15 you know, handling a lot of special projects, but
16 she was also just a really good sounding board
17 and always had the, you know, really good
18 insights and intel on how the company was
19 operating from the ground level.

20 Q. So as of 2016, at the Univision
21 acquisition time, those were her job duties,
22 correct, what you testified to now and earlier
23 this morning?

24 A. Yeah. Combination of those two, yes,
25 that's correct.

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2 profitability, its shareholders, you know, its
3 employees, and all major stakeholders. And my
4 biggest task at hand at that point was fulfilling
5 a successful, you know, sale of the company to
6 Univision and making sure as part of the new
7 regime that we kept the operation going as best
8 we could and to make it more successful.

9 And part of the reason was there was
10 additional share incentives for the majority
11 shareholder to get increase in valuation or to
12 get, you know, his shares sold at a later date
13 through a quick call transaction. So my job was
14 to oversee company value, and that includes
15 managing all the functions that are part of a
16 company.

17 Q. And I have this right, around
18 September of 2016, and please correct me if my
19 dates are wrong, Univision purchased the Gawker
20 or the GMG assets, correct?

21 A. Yes. And I believe it was finalized
22 at that point in September.

23 Q. Okay. And again, I don't want to
24 duplicate testimony you've already given, but it
25 was around this time that Univision created

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2 Fusion Media Group as sort of the umbrella parent
3 for Onion, Inc., and the GMG assets, right?

4 A. Fusion Media Group existed the moment
5 Univision purchased us as part of a subset of
6 Univision, and The Onion and Fusion Media Group
7 were, you know, working on a plan to become, you
8 know, one umbrella company together. That plan
9 was delayed until Univision purchased Gawker.
10 That process -- Gawker assets -- went on for
11 quite some time. I was privy to those
12 discussions. And so yeah, Fusion Media Group
13 existed day one prior to September. It just
14 wasn't -- a plan for integration didn't begin
15 until Gawker was purchased.

16 Q. The integration -- and again, I'm
17 just going to go at this as a high level so we
18 don't have to waste a lot of time on it. That
19 integrated a number of functions at the Fusion
20 Media Group level, including marketing and PR
21 were consolidated, correct? They weren't run out
22 of The Onion, they were run through the FMG
23 umbrella, right?

24 A. Pieces of each of those things were,
25 yeah. There was still some marketing that was

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2 run through The Onion alone.

3 Q. Okay. But would you agree that the
4 bulk of the marketing was run through FMG?

5 A. The bulk of the support services were
6 consolidated, but there was a piece of each
7 support services that was still within the brands
8 themselves or the companies themselves.

9 Q. And the other areas that were
10 consolidated were technology, right?

11 A. Technology, sales, finance, HR.

12 Q. Anything else?

13 A. IT. Again HR, IT, they all had kind
14 of dual sides where there was an individual -- a
15 lot of them were consolidated, but they still had
16 individual representatives who worked for or
17 indirectly through a dotted line to the manager
18 of a subsidiary.

19 Q. But the functions related to benefits
20 and payroll, those kinds of things were all
21 consolidated at the FMG level, right?

22 A. To some degree. But the truth was in
23 The Onion they had -- we had a self-insured plan
24 so it was -- there was an individual Onion, Inc.,
25 employee who was managing human resources who

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2 worked for the head of HR for Fusion Media Group
3 but also had a dotted line to I believe Katie and
4 me.

5 Q. Do you remember who that person was?

6 A. Went through a few different changes.
7 One -- I can't think of her last name, Anna. I
8 should know this. It's been a while. And then
9 later Jesse Lively replaced Anna. And yeah, I
10 can't recall --

11 Q. It's okay.

12 A. -- Anna's last name.

13 Q. At some point Katie started referring
14 to herself as chief of staff, correct?

15 A. Yeah. As part of the -- as part of
16 the reorganization or the integration, you know,
17 I had worked with Felipe and Isaac, my bosses, to
18 say hey, here's how we're going to recalibrate
19 the sales engine and my role. As part of the new
20 organization I took on an additional role where I
21 oversaw all the revenue of the group and I talked
22 about having Katie become chief of staff for me.
23 She never really forgave or, you know, gave up
24 the chief resource officer, but I primarily
25 called her my chief of staff where she was

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2 helping me with all things but primarily focused
3 on the content or Onion, Inc., like content
4 operations, video, and editorial content.

5 Q. When you say she focused on editorial
6 content, what do you mean by that?

7 A. Meaning she was the person there --
8 where I was focusing on the sales side with Kurt,
9 she was the one working with the various
10 managers, you know, or managing editors who were
11 really running more of the content operations for
12 the editors in chief or executive editors.

13 So she was working with those teams
14 on, you know, what they were producing, working
15 with them on, you know, figuring out how to
16 pursue long term -- long form ideas, figuring
17 them out, how to better connect with the sales
18 operations for ideas for sale. She was really
19 handling all those types of things in conjunction
20 with myself.

21 Q. Who came up with the chief of staff
22 title? That was you?

23 A. Yeah, it was me. It was a title that
24 Univision had used, you know, and it was one
25 that -- my boss, Isaac, had a chief of staff. It

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2 was a -- you know, a title that was new to some
3 forms of media, but you know, a very important
4 role in terms of someone being involved in all
5 things you are and being a proxy for you and
6 being able to provide the multiple touch points
7 to either people who worked for you or people who
8 work for the people who worked for you. So there
9 was a little bit more access than you would have
10 if you were just managing it yourself.

11 Q. And you were aware that at some point
12 Katie stopped using the chief resource officer in
13 her e-mail title and only referred to herself as
14 chief of staff, correct?

15 A. I don't know if I thought about that,
16 but that's my understanding, that her primary job
17 was chief of staff. That's how we referred to
18 her. But I don't remember her ever not having
19 the chief resource title.

20 Q. I think you said you reported
21 initially to Felipe and to Isaac Lee, and then I
22 think you testified in one or both of your prior
23 depositions that at some point Felipe left and
24 Sameer Deen came in and he became your boss,
25 right?

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2 A. He became one of my two bosses. So I
3 worked for a woman Tonia O'Connor on the revenue
4 side of the business and then Sameer Deen for
5 kind of The Onion or edit side and then
6 eventually Tonia left and then Sameer was my sole
7 boss for a few months as the company was sold.

8 Q. And I think you previously described
9 him as a quote/unquote placeholder boss; is that
10 correct?

11 A. Yes. And I stand by that testimony.

12 Q. What do you mean by placeholder boss?

13 A. I believe I said it last time. He
14 was moved into that role as one of his
15 responsibilities just to provide some semblance
16 of organization as the company was being, you
17 know, sold. Sameer didn't really want to rock
18 the boat, do any changes, do anything, he just
19 wanted to get the company sold, as that was the
20 direction that had changed when Vince Sadusky
21 took control I want to say in July of 2018 and
22 then whenever Tonia left, which I think was
23 shortly thereafter or part of that time.

24 Q. Vince Sadusky, what was his role?

25 A. He was the CEO of Univision. So

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2 Univision?

3 A. I don't know if I would describe it
4 like that. Katie and I had discussions all the
5 time about how to make the company better, both
6 Onion, Inc., and Fusion Media Group, and you
7 know, obviously that included managing different
8 functions different ways.

9 Q. So I understand that in January 2017
10 Katie moved from Chicago to New York, right?

11 A. I'm not sure of the specific dates.
12 I do recall her moving around that time frame.

13 Q. And why did she move?

14 A. For a couple reasons. I mean, partly
15 at that time I was spending a lot of time in New
16 York, and having the Gawker team and having
17 someone out there wasn't -- you know, it only
18 helped in conversations. There was definitely a
19 personal component of being out there. We also
20 had a desire before she moved out there to get
21 more of the business in New York and Los Angeles,
22 as it was something that was really important to
23 us.

24 Particularly with comedy writers and
25 alumni where our networks were all on the coast,

1 MCAVOY

2 one of the things she had done as part of the
3 move and we wanted her to work on was really
4 solidifying the alumni network in New York. She
5 went to New York instead of L.A. to strengthen
6 those relationships.

7 Q. So I just want to go back over this.
8 So you said that there was a personal component
9 to the move. What was the personal component?

10 A. The personal component is that I
11 believe at some point she started dating Eyal and
12 so she moved -- you know, or had an interest of
13 moving as part of that. And for me, you know,
14 I've always -- from a location standpoint I've
15 always been fixated -- people just seem to get
16 the job done, it doesn't really matter where
17 they're located. It's obviously great to have
18 people in one of your hubs. And there was an
19 advantage for me to have her in New York as it
20 related to the alumni relations and building out
21 some of The Onion studio stuff that I mentioned
22 in the previous question.

23 Q. Was it her idea to move to New York?

24 A. It was a conversation that she and I
25 both had about New York and L.A. And there was a

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2 time -- in that same point in time there was
3 pretty significant conversations with my boss
4 about me moving out to New York as well. So it
5 was conversations that were definitely happening
6 at the Univision level and my level and her. I'm
7 not sure who suggested it or the timing of it,
8 but it was definitely a conversation that was
9 beyond her personal desires.

10 Q. Who actually made the decision to
11 have her relocate to New York?

12 A. She wanted to move to New York and I
13 was very comfortable with that idea for all the
14 reasons I just mentioned. So I would say we both
15 made the decision, but I wasn't going to move her
16 to New York if she didn't want to move to New
17 York.

18 Q. Did you know Eyal at that point?

19 A. I did know Eyal, yes.

20 Q. Were you two friendly?

21 A. Eyal worked for me, so yes, I was
22 friendly with him.

23 Q. And did you two socialize outside of
24 work at that time?

25 A. We did not. Similar to my other

1 MCAVOY

2 reports, we really didn't socialize outside of
3 work, but there was a social component to work as
4 there's a social component any time you're
5 spending time with people.

6 Q. And at some point Eyal left the
7 company, right?

8 A. He did.

9 Q. After Eyal left the company, did you
10 two socialize?

11 A. You asked me that previously. I
12 believe -- I thought you did. I believe I've
13 seen him once maybe since he left. I don't think
14 I've seen him after I left.

15 Q. We talked about -- you had said that
16 you had been spending time in New York, that
17 there was a personal component, which we
18 discussed, and then you also said that you
19 thought it made sense because she could get more
20 business in New York. What does that mean?

21 A. That phrase was referencing to The
22 Onion alumni relationships and the long form. So
23 some of the long form -- long form meaning TV and
24 film -- you know, buyers are in New York. A lot
25 of the talent who create those types of

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2 initiatives are based in New York. We knew from
3 a company standpoint that our editorial writers
4 on staff may or may not have the ability at this
5 moment or the time to create really compelling
6 long-form content, but we knew that our network
7 of writers definitely had that ability, of former
8 writers. And so that's where she was, you know,
9 working on the business in New York which was
10 long-form development and building out better
11 alumni relations as part of that.

12 Q. Just so I'm clear, what are you
13 referring to when you refer to alumni?

14 A. People who had been part of The Onion
15 in more of the writing or content operation and
16 had moved on to either write on different
17 television shows in New York or L.A. or people
18 who were trying to pitch shows or people who were
19 just overall in the comedy business as past
20 performers.

21 Just to footnote that, some of them
22 may have been contributing writers for us and not
23 actually full-time employees, meaning they
24 submitted some jokes or ideas, but they weren't
25 paid by us on a full-time basis.

1 MCAVOY

2 working for me who ran different sales functions.

3 So I had I think five or six direct reports on
4 that side of the house and four or five on The
5 Onion, Inc., side of the house.

6 Q. And those people reported to you,
7 right?

8 A. They -- yeah, they did.

9 Q. And we talked about the HR function
10 which -- and there was the FMG HR function and
11 then there was the person at The Onion who had
12 the dotted line, correct?

13 A. Yes. We did speak about that.

14 Q. So am I correct that when you talk
15 about strategy and what Katie's role was, she was
16 just giving you her opinions on how these
17 departments should be run, right?

18 A. How the organization as a whole
19 should be run, yes. Just giving me her thoughts,
20 ideas, and ideas from other people, which is one
21 of the things that I thought was -- that she did
22 extremely well was get -- people who wouldn't
23 normally communicate or share, give them the
24 comfort to share their ideas.

25 Q. So explain that to me.

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2 A. It was clearly both. She also
3 diagnosed our fellowship program on The Onion
4 comedy side wasn't working. So she figured out
5 ways to kind of improve that in terms of, you
6 know, diversity, equity, and inclusion, as the
7 process was done in a way that was, you know,
8 unintentionally not helpful for those reasons.

9 She created those same types of
10 programs and initiatives on the other brands to
11 find better talent. She'd work with the EICs to
12 figure out how to best organize their group or
13 get staffing and resourcing. I remember her
14 spending a lot of time with Kevin Pang at The
15 Takeout in how they would kind of manage
16 personnel and get that operation running, whether
17 they should, you know, hire someone versus use a
18 content budget.

19 There's no shortage of examples of
20 how she would delve in or work with Mara on how
21 to set up the video operation in Los Angeles with
22 Leo. She definitely jumped into a variety of
23 areas.

24 Q. So you gave me a number -- diagnose
25 the fellowship program, she created the same kind

1 MCAVOY

2 she would bring those to me proactively, you
3 know, saying here's what I'm hearing, other times
4 I would say hey, can you look into what this
5 issue is you know, and sometimes people would
6 bring her things, sometimes she would just figure
7 them out on her own.

8 Q. You just said that she worked with
9 the content teams, how they can better work with
10 the sales teams and how we can best use
11 resources. And I want to make sure I'm
12 understanding resources. When you talk about
13 resources, you're talking about personnel, right?

14 A. It's primarily personnel in that
15 example of saying how do we carve out someone's
16 time who wants to write 100 percent for the
17 comedy editorial operation that is, you know, you
18 can write what you want, how do we get those
19 people to spend some of their time writing
20 content that's in conjunction or for a brand
21 because the people who write the Onion content
22 are better than other writers that we have on
23 staff.

24 So figuring out clever ways to kind
25 of balance the individual employee's concerns or

1 MCAVOY

2 think is the line I keep saying and other duties
3 as signed.

4 Q. Anything else you want to add?

5 A. No.

6 Q. During this time period, you were
7 speaking with her daily?

8 A. Yes.

9 Q. Multiple times a day?

10 A. I would say multiple times a day.

11 Q. And do you recall when she moved back
12 to Chicago from New York?

13 A. I don't recall the specific date. It
14 was before the company was sold, so maybe it was
15 March of '19. I'm not sure.

16 Q. And did you ask her to return?

17 A. Yeah. I was having conversations
18 about her as part of an impending sale, that it
19 would be better to have her in Chicago than in
20 New York just with all the personnel matters of
21 people locally. So it was something that we had
22 talked about. Again, she was up for it or she
23 wouldn't have moved back, but that was the
24 thought behind it.

25 MS. MELLK: Michele, can you just

1 MCAVOY

2 read back the answer?

3 (The record is read back by the
4 reporter.)

5 Q. So were you having conversations
6 about her or with her or both?

7 A. I'm not sure who -- about her to --

8 Q. That was your testimony, you were
9 having conversations about her, that's why I
10 wanted it read back.

11 A. Sorry. With her. I'm sure I also
12 communicated it to Sameer or someone else as
13 well. Not that he would have been too in the
14 weeds on that. But yeah, it was definitely a
15 conversation with her about the benefit of having
16 her in Chicago even though she could still work
17 in New York.

18 Q. Do you recall if you told her that
19 she was exposed being in New York?

20 A. I don't recall that phrase being said
21 or used.

22 Q. Did you have any conversation with
23 her that it would be better for her -- other than
24 the personnel-related issues you just said, but
25 it would be better for her from a career

1 MCAVOY

2 Q. Again, I'm not going to go through
3 this since you've testified at length, the sale
4 closed in early April 2019, correct?

5 A. I believe it was mid April, yeah, mid
6 April 2019.

7 Q. Upon the closing of the sale, G/O
8 Media was created correct?

9 A. I'm not sure of the mechanics of it,
10 but the company was referred to as G/O Media
11 shortly after the sale. I don't know when it was
12 incorporated or any of that stuff.

13 Q. G/O Media was at that point, upon the
14 sale closing or whenever it was created -- or
15 upon the sale closing was the parent company to
16 The Onion, Inc., and to the Gawker properties,
17 right?

18 A. That's my understanding.

19 Q. Jim Spanfeller was the CEO of G/O
20 Media, correct?

21 A. Yes.

22 Q. And I think you had testified in one
23 of your prior depositions that you were aware
24 that Great Hill had an exclusivity agreement with
25 Univision regarding the purchase in early 2019;

1 MCAVOY

2 the potential purchaser was with your employees?

3 A. Not that I'm aware of. I'm not privy
4 to the -- I was not privy to the agreement
5 between Great Hill Partners and Univision.

6 Q. During this time frame, right, the
7 period of the exclusivity agreement or the couple
8 of months prior to the actual sale closing, did
9 you have any discussions with either Katie or
10 Kurt Mueller or both of them about options that
11 you might have under your employment agreement in
12 the event you were unhappy under new management?

13 A. I don't believe so.

14 Q. So you testified you think the sale
15 closed in mid April. And upon the sale closing,
16 Jim Spanfeller came to the Chicago office,
17 correct?

18 A. He did. He came that week. I'm not
19 sure which day. Maybe Wednesday night, Thursday.

20 Q. Do you know if Jim met directly with
21 Katie while she was there?

22 A. I do. Jim met with probably 13
23 people or so. I think he met with Katie as the
24 last person he had met with as part of his -- I
25 think he called them speed dating -- or somebody

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2 called them speed dating interviews where he
3 probably spent 15 to 30 minutes with a variety of
4 people.

5 Q. There was a dinner that night with
6 Jim Spanfeller, right?

7 A. Not correct. There was a dinner the
8 night before.

9 Q. The night before. And Katie Pontius
10 went to that dinner, correct?

11 A. Katie along with about 12 others went
12 to that dinner.

13 Q. Okay. And I believe you testified --
14 again, I'm not sure which deposition -- that you
15 met with Jim one on one during his visit to
16 Chicago, right?

17 A. I did. Jim and I -- Jim was a little
18 late to dinner the night before I think because
19 he had a busy day in New York. I'm not sure if
20 his flight was delayed. I can't recall that.
21 But the next morning following the dinner Jim and
22 I spent some time together in the morning as well
23 as Jim, Kurt, and I, and then again Jim and I.

24 Q. And if I recall correctly, I think
25 this was during your testimony in the Jerard

1 MCAVOY

2 matter, you testified that it was during this
3 conversation when Jim asked you how come you
4 didn't fire Katie because she was in New York and
5 you were based in Chicago, right?

6 A. That's correct.

7 Q. During your conversations with Jim on
8 that day in question, did you discuss anything
9 else about Katie other than, you know --

10 A. Yeah. Jim wanted to know what I
11 thought of her, what her job was. I explained
12 those things to Jim, said I was a big fan of
13 Katie and he met with her later in the day.

14 Q. When you explained to him what her
15 job was, was it similar to the explanation you
16 just gave me in this deposition?

17 A. It was similar to that and it was
18 also more emphasis on her strengths with various
19 personnel matters in particular and strategy. So
20 instead of the more -- I think we focused a lot
21 on the mechanics of video or long form. It was
22 more general with more of the personnel or the
23 strategy side.

24 Q. And I understand from your prior
25 testimony that you had met Jim before these

1 MCAVOY

2 were running as an independent from a major media
3 company.

4 Q. Do you recall if you had any
5 one-on-one conversations with Katie about Jim's
6 visit?

7 A. I don't recall.

8 Q. Are you aware about whether Katie
9 reached out to Jim right after his visit?

10 A. I'm aware that she and Jim connected
11 as a follow-up to their meeting, you know, and
12 then they began discussions about a human
13 resources role G/O.

14 Q. Did you suggest that she reach out to
15 him about anything?

16 A. I didn't suggest that. I definitely
17 suggested to Jim as part of her description of
18 responsibilities that this was a very talented
19 person here, and I believe my recommendation to
20 him -- and I believe I've seen some
21 correspondence since then where he relied on my
22 view of her, you know, as well as her desire and
23 initiative to try to help someone, you know, lead
24 an integration process is how they got to that
25 responsibility, that new job.

1 MCAVOY

2 Q. What new job are you talking about?

3 A. It was the chief talent officer. I'm
4 not sure what Jim called her -- what Jim was
5 planning on having.

6 Q. I'll just give you the date as far as
7 I understand it, on April 22nd Jim offered Katie
8 this chief talent officer role. Does that make
9 sense?

10 A. Sometime in the -- call it the middle
11 end of April, that makes sense to me, but before
12 the very end of April where we began the layoffs.

13 Q. Okay. And I think you said you
14 understood the CTO role to be the chief talent
15 officer role, right?

16 A. I believe that's what it was called.

17 Q. And that was going to be a chief
18 talent officer role with G/O Media, correct?

19 A. Yes.

20 Q. Did Jim tell you that he was going to
21 offer Katie this role before April 22nd?

22 A. Yeah, Jim did. Jim and I talked. We
23 had a walk and talk where he talked about that
24 role, that he wanted to offer her that job, and
25 that, you know, it was something he hoped she

1 MCAVOY

2 would consider or she could keep doing what she
3 was doing today.

4 Q. What's a walk and talk?

5 A. It's where we walked around the city
6 of New York because Jim wanted to have a
7 conversation but not be in the office. And so we
8 walked and we talked about various things,
9 including Katie Pontius. So that is the formal
10 definition of a walk and talk.

11 Q. Got it. Okay. So I take it at some
12 point between Jim's visit to Chicago and the time
13 he offered her the CTO role, you went to New
14 York, right?

15 A. That is correct.

16 Q. Got it. And other than -- you know,
17 in this walk and talk you just referred to, other
18 than talking about the role and hoping she would
19 take it and if she wouldn't, she could, you know,
20 go back to The Onion, did you talk about anything
21 else relating to Katie Pontius with Jim?

22 A. Just -- I don't believe so. I think
23 it was more or less just that I thought she was
24 impressive, that he, you know, liked my
25 recommendation and my view of her, and that he

1 MCAVOY

2 was planning on offering her that role. That was
3 the substance of it.

4 Q. And looking at this time frame, again
5 between the Chicago visit and your visit to New
6 York where you had the walk and talk with Jim,
7 were there any conversations with Jim between
8 that time about Katie Pontius?

9 A. I'm not sure. I believe we probably
10 talked about it as part of other matters. I
11 remember -- I don't remember all the specifics of
12 that. I remember being part off part of the next
13 week in Florida for a spring break with my kids.
14 I remember talking to Jim on the Friday after the
15 town hall and asking him whether he was -- had
16 planned to terminate me, as he was talking about
17 hiring someone new in a role.

18 And I don't remember specifically
19 talking about Katie, but I do remember talking
20 about just general what his thoughts were on
21 structure of the company going forward.
22 Especially since he and I had a separate
23 conversation of how are you going to cut
24 multimillion dollars out of the budget, which he
25 said he wanted to also reorganize the company as

1 MCAVOY

2 A. I don't believe I was aware that she
3 accepted the job. It's my understanding that
4 they were both considering each other for the
5 job. So I don't -- that was my understanding.

6 Q. After you sent this e-mail, Katie, as
7 far as you know, and Jim had a meeting, correct?

8 A. Yeah. I believe they had a meeting
9 the next day. They had an interview. Or maybe
10 it was two days later. I don't recall the
11 specific date.

12 Q. Did Katie speak with you after that
13 meeting?

14 A. She did, yes.

15 Q. What did she say to you after that
16 meeting?

17 A. She told me she was fired in the
18 meeting and that the meeting had gone really
19 terribly and lasted a short amount of time. I
20 remember seeing her leave -- it was in a glass
21 conference room -- and seeing her, you know, out
22 of the meeting with him probably 15 or 20 minutes
23 or whatever it was, because I was in my own
24 meeting, and I didn't catch up with her till
25 after I closed my meeting, but she was

1 MCAVOY

2 to --

3 Q. That she shared with you.

4 A. At that time I think that's what I
5 remember. I don't recall any other details.

6 Q. And you said that you would speak
7 with Jim and Tom, and by Tom you mean Tom
8 Callahan, correct?

9 A. Tom Callahan, yup.

10 Q. And you reported directly to Jim,
11 right?

12 A. I did. I reported directly to Jim,
13 but Tom was my business liaison. The way Jim had
14 set it up was Tom was the guy who worked on all
15 the financial business side, as Jim didn't want
16 to deal with all those specifics, so I would work
17 through Tom on all that and then eventually the
18 two of us would kind of come together with Jim on
19 certain matters.

20 Q. So Tom was the finance guy, and you
21 just testified what you do with him, but you
22 directly reported to Jim, who was the CEO of G/O,
23 right?

24 A. Yes. Jim was my boss. Former boss.

25 Q. So as you testified, you told Katie

1 MCAVOY

2 you would speak with Jim and/or Tom. Did you
3 speak with Jim after you had this call with
4 Katie?

5 A. Yeah. I spoke with Jim and I also
6 spoke with Tom. I did both things I said I would
7 do.

8 Q. Was that the same day you had the
9 call with Katie that you spoke with Jim?

10 A. It was. It was -- Jim and I had time
11 set up later, we had talked through, you know,
12 the stuff. Oh, the other thing I do recall from
13 that meeting, I remember, you know, Katie talking
14 to Jim about -- we had this -- an incident where
15 one of the new hires, new consultants, that Jim
16 had hired to work on my team had tipped a young
17 woman. I remember Katie talking to Jim about
18 that, Jim getting, you know, agitated about that.

19 Jim and I also talked about that in
20 our conversation as well as the Katie thing, as I
21 had sat the gentleman he had hired, Sean
22 Flanagan, down that morning and said that that
23 kind of behavior's unacceptable. So I just
24 wanted to -- that -- by thinking of my meeting
25 with Jim, I recalled that Katie also mentioned

1 MCAVOY

2 just talking about Katie Pontius. You don't have
3 to share everything else you talked about.
4 Subsequent to her calling you upset.

5 A. Yeah. Jim had said that the meeting
6 had not gone well at all and that he thought my
7 assessment of her was wrong, that she didn't have
8 the spine for the job. I said I had the complete
9 opposite experience with her. I asked him, you
10 know, what he heard and he was trying to
11 articulate it saying she's not comfortable
12 hiring -- firing Susie. I said my understanding
13 is the exact opposite, is that it doesn't make
14 any sense to single out one individual to fire
15 them. You know, when you're going to do a layoff
16 of 25 or 30 people, why not do it all together.

17 Jim's argument for doing it was that
18 he wanted to kind of send a message to the
19 organization, which is the reason why he wanted
20 to fire Susie in advance, but he did in the
21 end -- you know, he and I talked about that and
22 how that didn't make sense, which is the same
23 thing that Katie had suggested to him, and that
24 by grouping it together he made it, you know, a
25 layoff instead of an individual thing of him not

1 MCAVOY

2 I later confirmed with Katie that she exactly
3 said what I had said to him, but at the time I
4 talked to Jim about the piece, my goal in that
5 meeting was to understand if she were in fact
6 fired. Because she felt like she was fired.

7 My conversation with Tom Callahan
8 before my meeting with Jim was Jim thought she
9 was fired, that he thought that he had fired her
10 when -- you know, when he escorted her out of the
11 office and so that was my -- my point -- my goal
12 in the -- I didn't want -- I wanted to know if my
13 employee got fired. I care a lot about Katie,
14 she's a great employee, and I wanted to
15 understand what actually had happened between the
16 two.

17 Q. Well, did Jim tell you he had fired
18 her?

19 A. Jim -- he said no. And we talked
20 about it the following day, about the no, but he
21 was unsure of how it left because he didn't
22 actually say, "You're fired," but he said, "I
23 don't know what you do here."

24 And he told me, he's like, "I don't
25 know what she does here."

1 MCAVOY

2 A. I would say it would look bad, but
3 even worse, there's nothing worse than letting --
4 like, giving one piece of bad news and then
5 people feeling like another, you know, piece is
6 coming without having conclusions. You're better
7 off ripping a Band-Aid off versus doing the death
8 of 10,000 cuts.

9 So the advice was optically for sure,
10 but even beyond the optics, it just doesn't make
11 sense to do the death of 10,000 cuts. Rip the
12 Band-Aid off once and then you can build trust
13 with your people. The last thing you want to do
14 is tell people no, no, no, this is it, and then
15 make cuts the next day. You're not being
16 truthful.

17 Q. So at some point you determined that
18 Katie had not been fired, correct?

19 A. Yeah. My conversation with Jim the
20 following day, my conversation -- you know, Katie
21 didn't have clarity that she was fired. I talked
22 to Jim and he said he didn't fire her and I said,
23 you know, "Are you still considering her for the
24 role"?

25 He's like, "I would consider it if

1 MCAVOY

2 she still wanted to do it."

3 I said, "Can you reach out to her?"

4 This is the following day on the
5 phone, I believe, because I flew out.

6 And he said, "Well you can tell her
7 as well and she can reach out to me?"

8 I'm like, "I think it's best if you
9 reach out to her, as you're the one who ended the
10 conversation."

11 And then he never communicated to her
12 and she, you know, never reached out to him. And
13 she told me that, you know, she wasn't planning
14 on it because he was the one who kind of ended
15 the conversation and she felt like it was weird
16 to then reopen that discussion on her own. I
17 told Jim all that stuff in our conversation and I
18 told Tom the same thing as well. That all
19 happened in that two-day period.

20 Q. So have you told me -- I know you had
21 multiple conversations with Jim and multiple with
22 Tom, a couple with -- have you told me everything
23 that you remember from those whole series of
24 conversations during those two or so days?

25 A. I think with respect to those two for

1 MCAVOY

2 time.

3 A. Okay.

4 Q. So the first thread of this e-mail is
5 from May 22nd and it's from you, right? Mmcavoy
6 @fmg.com, that was one of your e-mail addresses,
7 correct?

8 A. Yes.

9 Q. And when you say "gents," are you
10 addressing Jim and Tom?

11 A. I believe so.

12 Q. And you say, "Caught up with each of
13 you on our Kurt dilemma." And can you tell me
14 what dilemma refers to?

15 A. It's my understanding that it refers
16 to the decision that Kurt's -- that we're either
17 looking at moving Kurt into a role that he may
18 have a claim about diminishment, as he'd lose
19 some responsibilities, or we're trying to work
20 out a severance agreement with him instead of
21 going down the good reason path.

22 Q. And before you sent this particular
23 e-mail, had you spoken -- strike that.

24 You say in the second role, [sic] "It
25 looks like the role we're proposing for Kurt

1 MCAVOY

2 isn't what Kurt is interested in doing, as he
3 feels it's a step back in his career and worried
4 about his market value, et cetera," and then you
5 go on to say, "So I think we're at the point
6 where we should just move to an amicable
7 separation. Working around his employment
8 agreement will be bad for everyone."

9 Had you spoken with Kurt about moving
10 to an amicable separation before you sent this
11 e-mail?

12 A. Yes. I had a conversation with
13 the -- with Katie and Kurt in the middle of April
14 as part of the cuts where everyone had said
15 they'd prefer to work at The Onion or G/O Media,
16 but in the event we couldn't figure out a role
17 that was commensurate with what they had done in
18 the past, as they knew we were reorging and we
19 needed their savings in their salary to help meet
20 the cuts, that they were willing to take a
21 modified version of their severance agreement in
22 exchange for an amicable and more friendly
23 parting.

24 MS. MELLK: Michele, can you read
25 that back to me just so I make sure I've

1 MCAVOY

2 gotten everything?

3 (The record is read back by the
4 reporter.)

5 Q. So what prompted you having this
6 conversation with Katie and Kurt?

7 A. Tom Callahan and Jim asked me to cut
8 multimillion dollars from The Onion, Inc., and
9 cut the sales budget in mid April of 2019. As
10 part of that conversation with Tom, one of the
11 items -- one of the questions I asked and one of
12 the items he raised was whether it was more
13 important to make cuts as it was geared to EBITDA
14 or for cash, two different accounting reasons to
15 make cuts.

16 He said both but that EBITDA was
17 really important and that I should look at
18 executive or employment agreements which he
19 referred to as EA, a term I had not heard at the
20 time. I told him I would talk to the people on
21 employment agreements and see if there's any
22 interest from them on taking a lesser version of
23 what was contractually laid out in the agreement
24 in exchange for a voluntary, you know, amicable
25 termination. That was a conversation Tom and I

1 MCAVOY

2 with Tom at that point about changing Katie
3 Pontius's job duties?

4 A. The point of the conversation was
5 before either party -- even before Katie I
6 believe had met with Jim, it was a conversation
7 about determining cuts and figuring out if we
8 wanted to tackle the employment agreements as
9 part of it, which he said we should look at it,
10 if people were willing to take a lesser amount of
11 money than was contractually owed to them if they
12 would prevail on a good reason claim.

13 Q. So you spoke with Katie and Kurt.
14 And what was their -- what did they say during
15 this meeting?

16 A. They both said that they wanted, as I
17 said earlier, to be part of G/O Media and that
18 they -- they wanted to see things out, but if
19 they were going to do something and we needed to
20 save -- if we could save other jobs or we
21 couldn't get to our number, you know, a certain
22 way, they would both be willing to have a
23 conversation about it where they took less
24 severance, you know, in exchange for no
25 noncompete and no strings attached, you know,

1 MCAVOY

2 from a solicitation standpoint or anything else.

3 Q. So those specifics that you just
4 talked about were discussed in this meeting with
5 Katie and Kurt?

6 A. Yeah. In mid April right after
7 the -- whenever the first conversation Tom and I
8 had about cuts, Jim and I had a conversation
9 about cuts where Tom raised the fact that we
10 should look at employment agreements, or EAs.

11 Q. And in between that conversation and
12 May 22nd, did you have any conversations with
13 Katie and Kurt together about this issue, about
14 their employment agreements and leaving with
15 reduced severance?

16 A. We had the one conversation to kick
17 things off in the beginning -- when the beginning
18 of it came up, then we had conversations -- a lot
19 of conversations individually with Kurt,
20 occasionally with Katie, where we were
21 reorganizing the sales team and we were deciding
22 which organization we would go with, which
23 ultimately was a decision from Jim.

24 And Kurt along that way said, "Hey,
25 I'm not looking to move into a diminished role,

1 MCAVOY

2 it was really everything was being restructured
3 and there was -- as there was a belief people who
4 were managed -- in management before weren't very
5 good.

6 Q. And the Susie and Paul Mabin, that
7 had nothing to do with Katie's role, right?
8 Those were Gawker properties. Susie was the
9 editor-in-chief, right?

10 A. It didn't have to do anything with
11 Katie's, you know, diminishment claim. It was
12 the general philosophy that connected the dots in
13 these conversations which we're going with a
14 different -- a new management team to run the
15 company, therefore we want to get rid of the old
16 management team in as least expensive way
17 possible.

18 Q. Everything you just talked about,
19 those were restructuring at the parent level,
20 right?

21 A. It's both.

22 Q. You talked about the CFO, which was
23 Tom; HR, legal, sales, and then you talked about
24 Susie and Paul Mabin, but Jim wasn't suggesting
25 that you replace Chad Nackers as editor-in-chief,

1 MCAVOY

2 direct reports from the A.V. Club?

3 A. Yeah. It was Mara and Cameron and I
4 believe Leo when he moved away from running video
5 to focus on that, those were her direct reports
6 over there.

7 Q. So as of the end of May 2019 when
8 you're having this conversation with Katie about
9 what her job is, was she still overseeing Mara,
10 Cameron, Leo, and whoever else from the A.V.
11 Club?

12 A. She was -- I think at that point we
13 had maybe made a change. She was overseeing them
14 and she was still helping with it, but we had an
15 EEOC complaint from Laura Browning, who was
16 Mara's equivalent. You know, there was the
17 editorial side and then the video side of
18 editorial, there were two different people
19 running that brand, and there was a belief from
20 Laura and Mara -- Laura, not Mara, that by the
21 nature of Katie managing Mara and not having me
22 manage her directly, that she was treated in a
23 lesser capacity than her counterparts at The
24 Onion.

25 Q. So you made the decision that Mara

1 MCAVOY

2 would report to you rather than Katie, correct?

3 A. Yeah. I made the decision. And to
4 address that I communicated that, what we were
5 doing there as well as it related to the EEOC
6 matter as part of that overall thing. I believe
7 that was all communicated with Jim and Tom as
8 well.

9 Q. And just so my record's clear Laura
10 Browning filed an EEOC charge before G/O Media
11 came in, correct?

12 A. Yeah. Laura Browning filed an EEOC
13 charge and I want to say along with her managing
14 editor once the union agreement was finalized and
15 the A.V. Club was paid at lesser rates for
16 similar titles because the jobs were different
17 than their counterparts at The Onion. That was
18 the triggering event for her charge, which I
19 think was in March of 2019.

20 Q. All right.

21 MS. MELLK: So for Julia and for
22 Chad, I have, I don't know, an hour and a
23 half, two hours left, do you want to take --
24 Julia, here in New York I know it's 2:00. I
25 don't know if you guys want to take a lunch

1 MCAVOY

2 decision. Ultimately, you know, her job made
3 sense in Chicago or in New York."

4 And you go on, "It would have made
5 sense in Los Angeles. We also relocated people
6 there prior to the Great Hill acquisition. So
7 one of the goals I have is to try to build up the
8 coasts a little bit better, but we also needed to
9 have people back in Chicago depending upon what
10 the job was. So it was one of those jobs that
11 you could have done either way."

12 Then you continue on and you say,
13 "But as we kind of backed off the long-form side
14 in New York and were no longer able to have our
15 own office that could, you know, manage that, --
16 it she didn't need to be there or did not need to
17 be there."

18 So your testimony in the Girard case
19 was that you backed off long form around the time
20 that Katie moved back to Chicago; is that
21 accurate?

22 A. No longer -- it's both. We no longer
23 had an office in New York, but the full backing
24 off was part of the cuts that were done in the
25 end of April.

1 MCAVOY

2 Q. Here you testified that one of the
3 reasons why she moved back to New York was
4 because we backed off the long-form content, and
5 so I just want to understand that at the time she
6 came back to New York --

7 MR. SCHIEFELBEIN: Chicago.

8 Q. I mean Chicago from New York, you had
9 backed off the long-form content at that point,
10 correct?

11 A. We had evaluated some of the
12 long-form content. We had not backed off
13 completely so we could -- we were backing backing
14 up, but as part of the cut conversation, we
15 finalized the --

16 Q. I'm not talking about the cut
17 conversation. I'm just focused on this time
18 period in March. And so you know, I just want to
19 make sure your testimony in Girard was accurate
20 or -- I'm just trying to figure out --

21 A. As I just said, we were backing --
22 you can read my words again, but we were backing
23 up on long form and we, fully you know, proceeded
24 with this part of the cuts.

25 Q. So just so we're clear, the decision

1 MCAVOY

2 had already been made to move off of it and then
3 that was solidified with the cuts as well, right?

4 A. The idea was made that we were going
5 to pull off of it as part of the various
6 discussions we had through the company's sale
7 process, you know, and getting to profitability,
8 which was a priority of not just G/O Media, but
9 the other suitors. So yes, all that was
10 conversations that were had, but they weren't
11 finalized or full implemented until the cuts were
12 in place.

13 Q. Okay. At any point -- and in April
14 of 2019 had you reached out to John Tamisiea at
15 McDermott?

16 A. I don't believe so. I'm not sure of
17 the dates I talked to John. I know John did the
18 revised employment agreements for us in maybe
19 September, October the year before.

20 Q. Okay.

21 A. I do recall -- no, I do recall
22 because one of the things that I had to -- there
23 was some documentation I needed to sign and one
24 of the documents inadvertently had me -- if I
25 would have signed, it would have resigned my job,

1 MCAVOY

2 for people. It's also a pretty hectic time in
3 terms of all the ins and outs that were going on.
4 This was not out of the blue to say let's have
5 a -- you know, a more serious or formal
6 conversation so...

7 Q. She says in the second sentence, "I
8 know this won't come as a surprise to you, but
9 the last few weeks have been particularly
10 frustrating - after quite a few months/years of a
11 different type of frustration before that."

12 So let's focus on the second part of
13 that sentence. She says, "...after quite a few
14 months/years of a different type of frustration."
15 Did you know what she was talking about?

16 A. Yeah. I had testified to this
17 previously, you know, in a previous deposition,
18 but yeah, there was always, as I mentioned
19 earlier, lots of ins and outs with respect to how
20 Univision was run and the changes that were made
21 on a corporate level there and how it would --
22 you know, it was a roller coaster in terms of
23 what we were doing or not doing so I -- you know,
24 and when you're in a position like she is and
25 you're dealing with people on the front lines who

1 MCAVOY

2 are asking questions and you don't have the
3 crystal ball or you're not -- you don't have
4 access to all the information to know why certain
5 decisions are made at Univision corporate, it can
6 become particularly frustrating.

7 On top of that when you make -- there
8 was a lot of operational mistakes within
9 Univision and also within, you know, the
10 transition to G/O, that I think was all mentioned
11 below, that are all part of the frustration.

12 Q. Then she goes on to talk about, "My
13 lack of authority is an issue" in the second
14 paragraph. And then she talks about in the third
15 paragraph she's offered to help on the HR cleanup
16 and that she had sent Tom a plan and hadn't heard
17 back for a discussion about it since.

18 Was that news to you at this point or
19 had you talked about this?

20 A. I think I knew that she had met with
21 Tom and sent him a plan on stuff. I didn't know
22 the degree of his lack of communication with her.

23 Q. So she had not raised this to you
24 previously, correct?

25 A. I don't believe so. I mean, I'm

1 MCAVOY

2 amicable ending to this. Do you know where she
3 got that phrase, amicable ending?

4 A. It's a phrase that's used and very,
5 very common in business. It's one that's been
6 used I would say a hundred times by me, a hundred
7 times by her and everyone else on the team in
8 terms of when you're dealing with people and
9 trying to figure out the right end of a chapter
10 or right transition to the next chapter.

11 Q. And this was the phrase that you used
12 in the e-mails to Jim and Tom about -- or a
13 similar phrase about Kurt Mueller leaving,
14 correct?

15 A. I believe so, yeah. Amicable
16 parting, amicable separation, amicable
17 transition, amicable change, all those were
18 frequent phrases that were used by me and others.

19 Q. And before Monday, June 3rd, at 12:39
20 a.m. of 2019, did you know or had she told you
21 that she wanted to work out an amicable ending?

22 A. Yeah, no, I mean, I think Katie
23 always told me the same thing over and over
24 again, same thing that Kurt told me and everyone
25 had, which is they wanted to work in a job that

1 MCAVOY

2 testified about, correct?

3 A. That is.

4 Q. Then you say, "Jim brought up again
5 last week," which conversation was this?

6 A. That is a conversation that I had
7 with Jim when I was in Los Angeles.

8 Q. Okay. "Will let you know what Jim
9 says but would like to figure out the easiest
10 solve here." So did you have a conversation --
11 actually, did you send Katie's June 3rd e-mail to
12 Jim?

13 A. I don't know if I sent this to Jim or
14 not. I wouldn't have access to that e-mail. G/O
15 would have access to it. I did talk to Jim about
16 this. This is the conversation I cited earlier
17 when I was in my office in Chicago. And Tom and
18 I also talked about it in addition to this note
19 and Tom said that he would do the heavy lifting
20 with Jim to help resolve the matter.

21 Q. So we talked about a lot of
22 conversations. So the one -- you said you spoke
23 with Jim about this when you were in the Chicago
24 office. Which conversation -- just refresh my
25 recollection, which conversation was that?

1 MCAVOY

2 Q. Okay. So did you ever go to Katie
3 and say Tom suggested the role with benefits?

4 A. Yeah. It was -- yeah, I said -- I
5 suggested -- I said hey, Tom mentioned instead of
6 this, would you be interested in just doing a
7 benefit piece where you enroll benefits and then
8 you get paid through the end of January instead
9 of, you know, a nine-month severance agreement
10 and she said, no that doesn't sound -- that
11 doesn't make sense to me, it's also less of a job
12 and less severance and pay than it would be if I
13 had the other arrangement that I had with Kurt.

14 I relayed that exact sentiment to
15 Tom, saying why would someone take less months'
16 pay and have to do a job for it when the other
17 person got nine months' pay and didn't have to do
18 anything. He agreed. He said let me work on Jim
19 again. And as Jim and I -- or Tom and I had
20 worked is that a lot of times with Jim it took
21 multiple conversations with Jim in order for Jim
22 to become comfortable with something.

23 We had a similar severance agreement
24 with this woman Christine Murphy where it started
25 at six weeks and it ended up at 20 or 26 because

1 MCAVOY

2 Tom had multiple conversations with them and we
3 were able to actually solve the issue at hand.

4 Q. What was that employee's name?

5 A. Christine Murphy. She was the one
6 who was in charge of the branded content side of
7 long-form content.

8 Q. Let's pull up Exhibit 18. Let me
9 know after you've had a chance to review that.

10 A. I have, yes.

11 Q. So at the bottom of this e-mail
12 there's an e-mail -- this is an e-mail to you
13 from Katie Pontius, correct, from June 13, 2019,
14 at 7:04?

15 A. That's correct.

16 Q. And Katie is asking you to accept
17 this written notice of material diminution of my
18 authority, duties, and responsibilities in my
19 role, correct?

20 A. That's correct.

21 Q. She writes that -- she makes
22 reference to grounds for good reason as defined
23 in my employment agreement, correct?

24 A. Correct.

25 Q. We reviewed the employment agreement

1 MCAVOY

2 June 13th, your June 13th response, and then you
3 forward this to Tom Callahan on June 13th, right?
4 Does that sound good?

5 A. It does, except it does not include
6 the e-mail I previously had sent to Tom as part
7 of the full chain.

8 Q. Okay. We already talked about that,
9 that was marked as McAvoy 1, correct?

10 A. Sure.

11 Q. Okay. So you forwarded Katie's June
12 13th e-mail to Tom Callahan, correct? That's the
13 top e-mail piece at the very top of the exhibit,
14 right?

15 A. That's correct.

16 Q. How come you didn't forward this to
17 Jim?

18 A. Tom was the person I dealt with on
19 all these matters and also Tom was the person who
20 was handling the personnel matters or HR for --
21 at the end of the TSA with Univision, he had sent
22 out a note previously saying he was the contact
23 for all this stuff, and Tom and I had been
24 talking about this, that's why he and I started
25 there, and he also believed that it was easier

1 MCAVOY

2 and settle it together.

3 MS. MELLK: Michele, can you read me
4 the answer? I want to make sure I got that?

5 (The record is read back by the
6 reporter.)

7 Q. Let's look at 19.

8 Ms. TUCCIARELLO: This has been
9 previously marked Plaintiff's Exhibit 19, P
10 38.

11 Q. Let me know after you've had a chance
12 to look at it.

13 A. It's not up on the screen.

14 MR. SCHIEFELBEIN: It's here.

15 Q. Should be up on the screen. It's up
16 on our screen.

17 A. Okay.

18 Q. Take whatever time you need to read
19 it.

20 MR. SCHIEFELBEIN: Go ahead and use
21 that one.

22 A. Okay.

23 Q. The top portion of this e-mail, that
24 was an e-mail that you sent to Katie Pontius on
25 June 17th, correct?

1 MCAVOY

2 Q. What were you on Monday, the 17th?

3 A. I started off the day in Chicago, I
4 ended the day in New York, I believe. I
5 believe -- yeah, I think maybe Monday -- yeah,
6 Monday I think I went out to New York and I came
7 back maybe Tuesday night. I can't recall. Or
8 Tuesday, Wednesday.

9 Q. That was your decision to have her
10 take the week off, right?

11 A. It was my decision.

12 Q. And you also say to her, "In
13 particular I don't want you to attend the union
14 meeting this Thursday." That was your decision
15 as well, right, to have her not attend the union
16 meeting?

17 A. Yeah. I didn't want her to be stuck
18 in the situation that she was in with the climate
19 assessment, and I think Jim was also at that
20 meeting and I didn't want to have any undue
21 frustration or stress for her in the midst of the
22 conversations.

23 MS. MELLK: I'm just going to take a
24 quick one-minute break. Just give me a
25 minute.

1 MCAVOY

2 MR. SCHIEFELBEIN: Can we take three
3 and use the wash rooms?

4 MS. MELLK: Sure.

5 MR. SCHIEFELBEIN: Thanks.

6 (A brief recess was taken.)

7 Q. In between -- well, we don't have
8 to -- in between June 13th and June 17th when you
9 wrote back to Katie about taking the week off,
10 did you have any discussion with Jim about your
11 e-mail where you say you're taking this as a
12 formal recognition of diminishment?

13 A. I don't recall having -- I'm not sure
14 if I had a meeting with him that Friday or if it
15 was the following week. I know we were spending
16 time together as part of our sales summit, but I
17 don't recall that specific. Primarily I was
18 working everything through with Tom at this
19 point.

20 Q. So did anybody speak with you about
21 your --

22 MR. MELLK: And you can put up
23 Exhibit 19 so he has it in front of him.

24 A. I have it in front of me.

25 Q. Okay. So did anybody, Jim or Tom or

1 MCAVOY

2 anybody else, speak with you about your choice of
3 words that you are taking this as a formal
4 recognition of diminishment?

5 A. Is there a time frame here? I
6 received a note from Lynn on behalf of Katie
7 maybe a couple of days later, but I hadn't -- I
8 don't believe I heard anything from anyone saying
9 don't do that at this point.

10 Q. At some point did anybody tell you --

11 A. I remember -- yeah. I remember Jim
12 not wanting me to write that. When we talked
13 maybe -- maybe when we were in the cab together
14 the following week or lunch in Chicago, I can't
15 recall, but I remember him saying, you know, I
16 don't want -- I don't, you know, want that in
17 writing. I can't remember what the phrase he
18 used was.

19 Q. So going back to the timeline, I
20 think you testified that you told Katie not to be
21 in the office because -- I mean, I think you said
22 she -- you know, you knew she was frustrated and
23 Jim was going to be in the office that week,
24 right?

25 A. Yes.

1 MCAVOY

2 putting a wedge between you, me, and her and
3 ultimately you need to, you know, pick sides and
4 overcome her diminishment claim or, you know --
5 or I don't know what's going to happen to you.
6 It was a weird conversation.

7 Q. Did he say anything else about Katie?

8 A. We had subsequent conversations.
9 There was a Monday conversation, there was an
10 additional one Tuesday in the cab ride after
11 there was a formal diminishment report or claim
12 that was faxed over to Lynn. There was multiple
13 conversations with Jim during this period from
14 the Monday through I would say the Wednesday or
15 Thursday or until I received my first formal note
16 from a legal person that Jim signed his name to,
17 which I think was June 22nd or something like
18 that. Or June 24th.

19 Q. But I'm just focusing on this first
20 week. So all of these conversations that you had
21 with Jim, were they all about, you know, what you
22 just testified to about putting a wedge between
23 you? Was that the substance of each of those
24 conversations?

25 A. No. I mean, it was, Hey, you did an

1 MCAVOY

2 awesome job at the sales summit, thanks for
3 leading that; Hey, you're doing great here. I
4 mean, there was a bunch of stuff going on at
5 once. I --

6 Q. With regard to Katie.

7 MR. SCHIEFELBEIN: You have to let
8 him finish.

9 A. I had a lot of responsibilities. So
10 I was running this big sales summit that Jim was
11 super excited about. I had done that, I had done
12 a really good job on that. He was really proud
13 of me. You know, he said he was. So we had that
14 going on, then he had given me advice on the
15 Katie issue of saying it's going to put a wedge
16 between us, almost like a father to son or mentor
17 to mentee, but it was also very bizarre and
18 peculiar so I was very -- you know, a little --
19 it was a little off-putting.

20 And then that was -- you know, then
21 we had multiple conversations about it once there
22 was a formal or more formal diminishment letter
23 that was sent. But that's kind of how it began
24 in that week or continued that week.

25 Q. Did you, you know, ask him to

1 MCAVOY

2 elaborate or explain what he meant about putting
3 a wedge between you?

4 A. I mean, the first time we had a
5 conversation was at a happy hour with like 30
6 people, you know, and he said it to me and I was
7 confused by it, but it was also not the place to
8 have a -- you know, when you're welcoming
9 everyone to town, they've been there less than
10 three months, to have that conversation.

11 And then we talked about it again the
12 following day after the summit where he was,
13 again, very happy with me from the summit. But
14 yeah, it was -- and then the next day we talked
15 about it in Chicago. We went to this restaurant
16 called the Left Coast I believe and then we
17 talked about it in more detail.

18 Q. So other than what you've already
19 told me, did he relay anything else to you about
20 how he felt about Katie's e-mail to you of June
21 13th?

22 A. He didn't say anything on the June
23 13th, just we don't want to communicate anything
24 in writing.

25 Q. I'm sorry. About her e-mail to you,

1 MCAVOY

2 between me, him, her and that, you know, I needed
3 to pick sides and help resolve.

4 Q. And was anything else said during
5 that conversation with Jim about Lynn's letter to
6 Katie?

7 A. I believe that was it. It was a very
8 short conversation in the sense that we were at a
9 cocktail hour with about 30 people, and I don't
10 think that letter was sent till later at night so
11 it was pretty brief.

12 Q. So let's move on to Exhibit 32. I'm
13 going to show you a document marked Exhibit 32.
14 It is our position this is a confidential and
15 privileged e-mail, but it has been disclosed in
16 many of the prior litigations and in
17 Ms. Pontius's Complaint, so it has been marked.

18 A. Okay.

19 Q. Have you had a chance to review it?

20 A. Yup.

21 Q. So this is -- there's a couple of
22 parts to this e-mail so I'm going to focus in the
23 beginning in the middle of the page where it
24 says, "Begin forwarded message." So let's go
25 down to the first e-mail on Monday, June 17th.

1 MCAVOY

2 It's an e-mail from Lynn to you, correct?

3 A. Yes.

4 Q. And when you read this, did you
5 recognize that it said "privileged and
6 confidential attorney/client communication"?

7 MR. SCHIEFELBEIN: Object to the form
8 of the question to the extent it calls for a
9 legal conclusion.

10 Q. You can answer.

11 A. Yeah, I don't recall.

12 Q. But you knew Lynn Oberlander was the
13 EVP and general counsel, right?

14 A. Yeah, I knew Lynn to be the EVP,
15 general counsel, and handled a lot of the call
16 them GMG centric issues.

17 Q. And Lynn is reaching out to you to
18 speak to you about what Katie's job entails and
19 how it was diminished, correct?

20 MS. CRUMILLER: Objection. This is
21 what's taking so long. This isn't a
22 question.

23 MS. MELLK: Susan, I heard your
24 objection. You put it on the record.

25 Q. That's why Lynn was reaching out to

1 MCAVOY

2 on her job and how we handled everything."

3 And so what did you mean by "I've
4 been spending my day compiling information on her
5 job?"

6 A. I was just running through, you know,
7 the list of her responsibilities and prior job
8 descriptions that we had created for her. So I
9 just was making sure I had everything that she
10 had done kind of laid out.

11 Q. And then you also say, "The job of a
12 chief of staff and chief resource officer is
13 naturally more amorphous than that of others."

14 What did you mean by that?

15 A. Yeah. Anyone who's that closely
16 connected to the CEO and has a lot of duties that
17 are assigned, it's a little less clear as to what
18 they're doing versus an accounts payable clerk or
19 someone like that who's doing a very specific set
20 of tasks. So the higher-level jobs are naturally
21 more amorphous, particularly one that works
22 closely with the CEO.

23 Q. And then in the next paragraph you
24 say, "I don't want to 'rope dope' with her."

25 What did you mean by that?

1 MCAVOY

2 Q. Now we can look at 23. Tell me if
3 you've had a chance to look at this.

4 A. I have.

5 Q. This was an e-mail that you sent to
6 Katie Pontius from your Gmail account correct?

7 A. Correct.

8 Q. That's your personal -- michaeljames
9 mcavoy@gmail.com, is that your personal e-mail
10 account?

11 A. It is.

12 Q. And you sent it to katiepontius
13 @gmail.com, and did you understand that to be her
14 personal e-mail account?

15 A. I do.

16 Q. You say at the top, "First two
17 accounts." What did that mean?

18 A. Yeah, this e-mail was a recap of the
19 kind of events and the conversations that had
20 happened. Katie had, you know, wanted to have
21 clarity on how I was handling things, how things
22 were represented to her, as it was very confusing
23 as to why new steps were put in place in this
24 process. She was trying to figure out, you know,
25 either how to have an amicable parting or how to

1 MCAVOY

2 but I'm asking the question.

3 Michele, can you reread the question,
4 please?

5 (The record is read back by the
6 reporter.)

7 MR. SCHIEFELBEIN: Same objections as
8 to form, calls for a legal conclusion, and
9 argumentative.

10 Q. As far as you understand it,
11 Mr. McAvoy, please answer the question.

12 A. My understanding was that I was
13 acting in the best interests of the company, and
14 for that reason is the reason why I was -- made
15 sure I was honest with an employee that we valued
16 and wasn't going to rope a dope or lie or not be
17 transparent as to what had happened. And it also
18 to me is the best way to mitigate any legal
19 issues at all, being a really clear, consistent,
20 and truthful communicator.

21 Q. So going back to Exhibit 23, you have
22 in bold, "Simplest version, no secondhand, just
23 Mike and Katie." And then there are a couple of
24 bullet points under that. Then you have in bold,
25 "Longer version, 99 percent firsthand of Mike and

1 MCAVOY

2 Katie."

3 So what did you mean by, "Simplest
4 version, no secondhand, just Mike and Katie"?

5 A. This is just again a recapping of the
6 knowledge that she and I had and the other
7 knowledge that was secondhand, conversations
8 about the facts as they related to her issues and
9 my inability to manage this thing through.

10 So the longer version accounted for
11 just additional pieces that came out of, you
12 know, conversations I would hear where I wasn't
13 part of the conversation between Tom and Jim, but
14 Tom was representing those, you know, facts to me
15 that he had with Jim. So that was really the
16 addition.

17 Q. And under the simplest version -- I'm
18 not going to go through every bullet point since
19 people are raising issues about time, but I want
20 to ask about a couple of them. So the third
21 bullet point from the bottom of the simplest
22 version says, "Mike will not cure claims as is
23 it's not curable and inappropriate to treat
24 someone of Katie's stature and company value."

25 So were you telling Katie that you

1 MCAVOY

2 were not going to cure the claims?

3 A. I was telling her I'm not going to do
4 something that was disingenuous. I was obviously
5 going to make actions that were appropriate and
6 as evidenced by the fact that I did provide
7 guidance to G/O on how to handle the claims, but
8 I definitely didn't want to rope a dope her or do
9 something that was dishonest or act in bad faith
10 just to cure a claim. And that was the intent of
11 that line and I believe that was understood by
12 her.

13 Q. So at this point in time on June
14 20th, had you shared with Jim all of these things
15 that you're sharing with Katie, that Jim changed
16 his tune, Jim doesn't want to honor good reason
17 claim, that you're not going to cure the claims?
18 Had you spoken to Jim about your feelings about
19 this?

20 A. Absolutely. Jim and I had gone
21 through all this stuff in the cab ride the day
22 before and again on the lunch this day, and once
23 Jim -- you know, so Jim and I talked about every
24 single thing on here. These weren't new data
25 points to Jim. You know, so yeah, this is all

1 MCAVOY

2 operate in bad faith and cure a claim just to
3 cure a claim, that I -- and I was willing to do
4 whatever we needed to do to make things right,
5 but I wasn't going to operate in bad faith and
6 all of a sudden pretend that either he liked
7 Katie Pontius, number one; two, that there was a
8 job that made sense for her that he actually, you
9 know, believed made sense. I didn't want to
10 operate in a place where we were disingenuous,
11 and I had told him as such multiple times.

12 Q. Moving up to towards the beginning of
13 this e-mail, you say, "I'm also sending you a
14 recap of [sic] e-mail of union too," right?

15 A. Yes.

16 MS. MELLK: Let's bring up 24.

17 Q. Have you had a chance to review this?

18 A. I have.

19 Q. So this was an e-mail that you sent
20 to Katie on Thursday, June 20, 2019, at 11:19
21 p.m., right?

22 A. Yes.

23 Q. And this was sent on your business
24 e-mail right? Mmcavoy@fmg.com, that was your
25 business e-mail, correct?

1 MCAVOY

2 A. Yes.

3 Q. And it was sent to Katie's business
4 e-mail, correct?

5 A. Yes. I can't tell actually.

6 MS. MELLK: Let's pull up 25.

7 Q. This was previously marked at Katie
8 Pontius's deposition as Exhibit 25. Let me know
9 when you're ready.

10 A. Okay.

11 Q. So at the top of this e-mail entitled
12 "Revised" -- that was sent from your personal
13 e-mail account to Katie's personal e-mail
14 account, correct?

15 A. Yeah. I believe it's the same e-mail
16 account.

17 Q. Can you tell me when you sent that?

18 A. Looks like it was 6:53 in the morning
19 on Friday June 21st.

20 Q. So can you explain to me -- I want to
21 just have you have 23, 24, and 25 in front of
22 you. You sent her an e-mail, which is Exhibit
23 23, from your personal e-mail account on June 20,
24 2019, 9:59 p.m., you then switch to your business
25 account to send her an e-mail on that same date

1 MCAVOY

2 didn't you use your personal Gmail account to
3 send this?

4 A. I can't speak to the specifics of why
5 each account was used, but I can tell you I was
6 drafting the e-mail from -- the recap in -- while
7 I was in the business meeting to write down
8 digital points in the meeting with the union. So
9 maybe I had an open-ended e-mail browser at that
10 time. I don't know. I'm not putting a lot of
11 thought into why one was sent in one e-mail
12 versus the other e-mail.

13 Q. In between April 2019 and when you
14 left the company in July 2019, did you use your
15 personal account to communicate with Katie
16 Pontius about anything other than these two
17 e-mails?

18 MR. SCHIEFELBEIN: Objection, asked
19 and answered. Also object to the form of
20 the question. Mr. McAvoy didn't leave the
21 company. He was fired.

22 Q. When you were fired. That's fine.

23 A. The only e-mails I recall sending to
24 her and that I have, you guys are in possession
25 of. So I don't believe there's any other ones,

1 MCAVOY

2 but that's my understanding.

3 Q. Well, going back to the subpoena, we
4 had asked for all e-mail communications between
5 you and Ms. Pontius and you did not produce
6 these, and so do you have these e-mails?

7 MR. SCHIEFELBEIN: Objection. We did
8 produce them. We produced them from G/O
9 Media. They came to Katie Pontius. We gave
10 them the whole production.

11 MS. MELLK: Okay. They came from G/O
12 Media.

13 Q. Mr. McAvoy, did you have these
14 e-mails on your personal e-mail account?

15 A. I do not.

16 Q. Did you delete these e-mails?

17 A. As I said in my prior testimonies, I
18 purge my e-mail all the time on my personal
19 e-mail and I don't have recollection of any -- or
20 I don't have the documents -- of any of those
21 things anything. Anything that needed I sent to
22 John Tamisiea to make sure that I had. Anything
23 else that I had, personal, either I delete things
24 in general or I made sure I didn't have any
25 documents.

1 MCAVOY

2 I'm sure in the e-mail request there's probably
3 an e-mail that says things that speak to facts as
4 it relates to Jim. It might even be to Jim
5 directly. There's many times it's like, Jim, you
6 have a different recollection of the facts, this
7 didn't actually happen, here's the mail I sent
8 you before that you said I didn't write, you
9 know, and I'd copy and paste.

10 So there was not an issue with not
11 being transparent with respect to Jim regarding
12 this issue.

13 Q. So looking at Exhibit 25, it says,
14 "Also, still working on a full deposition
15 cleanup." What did that mean?

16 A. It was more I would say tongue in
17 cheek than anything, but one of the things that
18 Katie was really clear to me about was be serious
19 about this in all the communications, and making
20 sure that I was accurate about what had happened
21 and what hadn't and it was my reference to I'm
22 taking this whole thing serious as to what this
23 is because it's important to actually relay the
24 facts correctly.

25 Q. Well, what did the phrase "full

1 MCAVOY

2 A. No. These e-mails were a recap of
3 the events that had transpired between Katie,
4 myself, and the company vis-a-vis the changing
5 story as to how Katie's role was handled.

6 Q. Did you tell Jim that you were
7 sending these e-mails to Katie?

8 A. I don't believe -- Jim and I talked
9 through all the information on these e-mails.
10 Jim knew that Katie knew all the information.
11 But I don't recall saying, Hey, Jim, here's this
12 e-mail. I don't recall even -- I didn't recall
13 this e-mail when I last testified. I had
14 forgotten that I had written out the facts. So
15 to me it was helpful that I did because it was
16 clear as to everything that had transpired, but
17 it was -- yeah, that was the intent of it and
18 there was nothing beyond that.

19 Q. And was all of this information in
20 both 25 and 23 -- was this information that you
21 had firsthand or was this -- any of this
22 information information that you had received
23 secondhand?

24 A. I mean, there's a couple of things
25 that were secondhand in the sense that Tom would

1 MCAVOY

2 e-mail to come up with suggestions to help cure
3 the claims of diminishment, correct?

4 A. Yes. That's part of the e-mail.

5 Q. Okay. So let's move on. Let's look
6 at McAvoy 5.

7 (E-mail was marked McAvoy Exhibit 5
8 for identification, as of this date.)

9 Q. Tell me when you're ready.

10 A. Yup.

11 Q. So you respond to Jim's e-mail of
12 July 2nd in this July 3rd e-mail, correct?

13 A. That is correct.

14 Q. And did you write this?

15 A. Again, I wrote this e-mail and I also
16 had a conversation with my counsel.

17 Q. And did Katie review this e-mail?

18 A. Again, she did not.

19 Q. Was she aware that you were sending
20 this e-mail?

21 A. I don't believe so.

22 Q. Did you tell her you were
23 communicating with Jim about how to try and cure
24 the diminishment claim?

25 A. I don't believe so. I remember

1 MCAVOY

2 talking to her saying at some point that, you
3 know, we both were doing our own things to try to
4 resolve everything, but I don't remember -- I
5 definitely didn't share this with her or write
6 these with her.

7 Q. Did you run the ideas that you put
8 forth to Jim by Katie?

9 A. No. These are my thoughts, my ideas.

10 Q. So in the paragraph starting
11 "Alternatively," you write, "We could consider
12 giving Katie direct oversight of all the
13 editorial personnel at Onion, Inc." Was one of
14 your ideas to give Katie direct oversight of all
15 the editorial personnel at The Onion, Inc.?

16 A. Yes, that's correct.

17 Q. And what did you mean by "direct
18 oversight of all the editorial personnel"?

19 A. I meant create a matching structure
20 to what was in place on the Gawker side of the
21 business where there was a person underneath Paul
22 Mabin, I think Joyce -- I don't remember what
23 Joyce's last name was -- who oversaw the
24 editors-in-chief and I believe the video team, so
25 saying let's create that role for her.

1 MCAVOY

2 Q. Just so I'm clear, Katie had never
3 held the title of chief operating officer or
4 president of Onion, Inc., correct?

5 A. She had not.

6 Q. Okay.

7 MR. SCHIEFELBEIN: I have Theo in the
8 room, he tells me we just have to reconnect
9 real quick so we can see the exhibit that we
10 didn't get premarked.

11 MS. MELLK: Then I'm almost done.
12 Once we do that, I'll have a couple more
13 questions, and then Julia can go.

14 MR. SCHIEFELBEIN: Can we do that
15 real quick?

16 MS. ELMALEH-SACHS: I have a
17 question. Is there a reason you can't
18 use -- if it's just the e-mail contact that
19 you want, Wendy, I --

20 MS. MELLK: Not the content. I want
21 him to look at the actual e-mail.

22 MS. ELMALEH-SACHS: Fine.

23 MS. MELLK: It's important.

24 MR. SCHIEFELBEIN: Give us a few
25 seconds. We're going to reboot. He tells

1 MCAVOY

2 Q. Let's move on. I just want to go
3 back to Exhibit 20 and then I'll be done.

4 MS. MELLK: And then, Julia, you can
5 take over.

6 MS. ELMALEH-SACHS: Great.

7 Q. So we had already discussed the
8 content of this e-mail, which was marked Exhibit
9 32 actually. We talked about the content, I just
10 want to talk about -- when were you -- was your
11 employment terminated? What date?

12 A. July 11th.

13 Q. So you forwarded this e-mail to Katie
14 Pontius on Saturday, July 13, 2019, correct?

15 A. At 7:27 a.m., yes.

16 Q. At 7:27 a.m. You were no longer an
17 employee of the company when you did this,
18 correct?

19 A. That's correct.

20 Q. Just give me a minute. I think I
21 might be done.

22 MS. MELLK: Just give me a minute.
23 Go off the record.

24 (A discussion was held off the
25 record.)

1 MCAVOY

2 forward.

3 Q. Was it confusing to you that he now
4 no longer seemed to know what she did there after
5 he had just offered her a C suite position?

6 A. Yes. It was very confusing that
7 someone would offer someone a job, not know what
8 they did, take my word that they were really
9 valuable, but yet then later go back and say they
10 had no idea what they did after they offered them
11 this job. It didn't seem very sincere or
12 truthful.

13 Q. You also testified that Katie was,
14 quote, a hot button topic for Jim. Can you
15 elaborate what you meant by that?

16 A. Any time you brought up Katie, he had
17 a -- you know, his reaction was the what does she
18 do here, what is she doing. He was I think -- I
19 don't want to say shocked, but he was very
20 confused that she wouldn't want to accept a job
21 to work for him at any cost or, you know, in any
22 way, and it was something where Tom and I talked
23 about quite a bit that any time we talked about
24 Katie, it was something that Jim would get
25 agitated by.

1 MCAVOY

2 next one is Exhibit 9, which is your next e-mail
3 to Jim with ideas of how to cure Katie's
4 diminution of her role, and I think as we
5 discussed previously, you suggested three
6 possible ideas for Jim to put Katie in a role
7 that would cure her diminution; is that correct?

8 A. I believe that's how many ideas I
9 had, yes.

10 Q. So other than these suggestions, as
11 well as the broader ideas that you had kind of
12 suggested in your previous e-mail of June 26, in
13 your opinion was there any other way that G/O
14 Media could cure Katie's diminution of her role
15 at that time?

16 A. No. My view is that it had to be
17 something that was in the same scope as what I
18 had outlined. Maybe there was another
19 permutation on that, a different twist, but it
20 needed to be something that was significant and
21 real.

22 (E-mail was marked Exhibit MM 10 for
23 identification, as of this date.)

24 Q. Let's go to Exhibit 10. This is the
25 letter that Lynn sent to Katie, and you're copied

C E R T I F I C A T I O N

STATE OF NEW YORK)

)

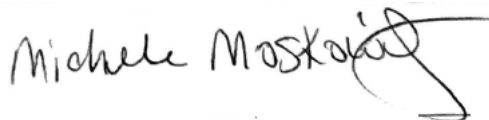
COUNTY OF NEW YORK)

I, MICHELE MOSKOWITZ, a Shorthand Reporter
and Notary Public within and for the State of New
York, do hereby certify:

That MICHAEL MCAVOY, the witness whose
examination is hereinbefore set forth, was duly
sworn/affirmed by me and that this transcript of
such examination is a true record of the
testimony given by such witness.

I further certify that I am not related to
any of the parties to this action by blood or
marriage and that I am in no way interested in
the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my
hand this 26th day of October, 2021.



MICHELE MOSKOWITZ